

CG-66
Rudson

Presented by Freeholder

WHEREAS, the Hudson County Board of Chosen Freeholders and the New Jersey State Policemen's Benevolent Association, Local No. 51, have conducted negotiations in good faith with respect to terms and conditions of employment and grievances of the aforementioned employees;

1. That the attached Agreement is effective January 1, 1974 be herewith adopted.

AGREEMENT

BY AND BETWEEN

THE

HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 51

1974-1975

PREAMBLE

It is the intention of both the Hudson County Board of Chosen Freeholders, hereinafter referred to as the "Board", and the New Jersey State Policemen's Benevolent Association, Local No. 51, hereinafter referred to as the "Association", that this Agreement effectuate the policies of Chapter 303, of the Laws of 1968, N.J.S.A. 34:13A-1 et seq., hereinafter referred to as Chapter 303, and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

WHEREAS, the Association has presented proof that it represents a majority of public employees in an appropriate negotiating unit as provided by N.J.S.A. 34:13A-5.3;

WHEREAS, the Board and the Association have conducted negotiations in good faith with respect to grievances, and terms and conditions of employment;

This Agreement is entered into this *12th* day of December, 1974 by and between the Hudson County Board of Chosen Freeholders and the New Jersey State Policemen's Benevolent Association, Local No. 51.

IT IS AGREED AS FOLLOWS:

ARTICLE I
RECOGNITION

1.1 BE IT RESOLVED, by the Hudson County Board of Chosen Freeholders, pursuant to the provisions of Chapter 303 of 1968, Public Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, the Board hereby agrees to continue to recognize the New Jersey State Policemen's Benevolent Association, Local No. 51, as the exclusive majority representative for collective negotiations concerning the terms and conditions of employment for all Patrolmen, Detectives, Photographers and Traffic Signal System Supervisor, but excluding Lieutenants, Captains, Inspectors, Deputy Chiefs, Police Chiefs, other Superior Officers and all others.

1.2 References to male officers shall include female officers.

ARTICLE II

VACATIONS AND HOLIDAYS

2.1 The Board agrees, for the duration of this Agreement, to continue its practices with respect to paid vacations. The members of the bargaining unit covered by this Agreement shall be entitled to twenty-one (21) working days of paid vacation. The scheduling of these days shall be in accordance with current practices in the Department. Furthermore, the calculation of the number of days shall be in accordance with the current practices of the Department.

2.2 Effective for the year 1974, the Board agrees to pay the members of the bargaining unit twelve (12) days pay as payment for holidays. Members of the bargaining unit who were not employees of the Board for the full year shall receive a pro rata payment. The payment required by this provision shall be made in the first payroll in December.

2.3 The vacation allowance for all new Patrolmen shall be one and one-half (1 1/2) days per month up to the end of the first calendar year of service, and 21 days for each year thereafter.

The employee must be employed within the first two full weeks of the month he is employed to get credit for the first month.

ARTICLE III

SALARIES

3.1 Effective January 1, 1974 the annual salaries of employees covered by this Agreement shall be increased six hundred (\$600) dollars per annum.

3.2 Effective January 1, 1975 the annual salaries of employees covered by this Agreement shall be increased seven hundred and fifty (\$750) dollars.

3.3 Payment of these annual salaries shall be in accordance with the current practices as existing on the date of the signing of this Agreement. Provided further, that only officers in the employ of the Board on the date of the signing of this Agreement shall be entitled to any and/or all of the benefits as provided for in this Agreement.

ARTICLE IV
MANAGEMENT RIGHTS

4.1 The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations:

- A. to direct the employees of the Board;
- B. to hire, promote, transfer, assign, and retain employees in positions, and to suspend, demote, discharge, or take other disciplinary action against employees;
- C. to relieve employees from duties because of lack of work, or for other legitimate reasons;
- D. to maintain the efficiency of the department operations entrusted to them;
- E. to determine the methods, means, and personnel by which such operations are to be conducted, and
- F. to take whatever actions might be necessary to carry out the mission of the Board.

ARTICLE V

DUES CHECK-OFF

5.1 The Board agrees, in accordance with State Statutes and Administrative Regulations, to deduct Association dues and to remit such monies upon collection to the Treasurer of the Association.

ARTICLE VI

OVER-TIME

6.1 The Board agrees for the duration of this Agreement to continue its practices with respect to over-time compensation at the rate of time-and-one-half (1 1/2) within one (1) month.

ARTICLE VII
COURT APPEARANCES

7.1 Any member of the Association shall receive \$15.00 for each appearance in a municipal court of the State and \$25.00 for each appearance in any State court, or Grand Jury or Motor Vehicle or A. B. C. of the State subject to the following provisions:

A. that such appearance shall be directly related to or resulting from the duties of a member of this Association;

B. that such appearances are legitimate in that they are made in accordance with proper function of the duties and responsibilities of a member of the Association;

C. that such appearances shall be required;

D. that the maximum amount of money to be expended by the Board on such appearances is \$20,000.00 each year of this Agreement, and when such an amount is expended with any calendar year of this Agreement then such payments shall cease; and

E. that if such funds are expended, the members of the Association shall still be required to make court appearances just as if such funds are still available.

ARTICLE VIII

SICK LEAVE

8.1 For the duration of this Agreement, the Board agrees to continue its current practices with respect to sick leave compensation.

ARTICLE IX

INSURANCE, HEALTH AND WELFARE

9.1 For the duration of this Agreement, the Board agrees to continue its practices with respect to insurance benefits.

ARTICLE X

FUNERAL LEAVE AND MILITARY LEAVE

10.1 For the duration of this Agreement, the Board agrees to continue its existing practices with respect to funeral leave and military leave.

ARTICLE XI

DISCIPLINE

11.1 Disciplinary action may be imposed upon an employee for just cause.

ARTICLE XII
GRIEVANCE AND ARBITRATION PROCEDURE

12.1 A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

12.2 A grievance to be considered under this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

12.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, after receiving written answer, shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

12.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the employee involved and the Association Representative with the immediate supervisor designated by the Board. The answer shall be in writing and made within three (3) days by such immediate supervisor, to the Association.

Article XII

Grievance and Arbitration Procedure continued:

STEP TWO:

If the grievance is not settled through Step One the same shall within five (5) working days be reduced to writing by the Association and submitted to the department head, or any person designated by him, and the answer to such grievance shall be in writing, with a copy to the Association within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two then the Association shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the Board. A written answer to such grievance shall be served upon the individual and the Grievance Committee within seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three then the aggrieved shall have the right within ten (10) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act,

Article XII

Grievance and Arbitration Procedure continued:

then the Association shall have the right within ten (10) working days to submit such grievance to an arbitrator. The arbitrator shall be Joseph F. Wildebush, Wayne, New Jersey. If Mr. Wildebush is unable to hear the case within twenty-one (21) days of submission, the dispute shall be submitted to the American Arbitration Association. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs of the arbitration but the costs of the arbitration shall be borne by the Board and the Association equally.

The Association President, or his authorized representative may report an impending grievance to the Board in an effort to forestall its occurrence.

12.5 Since adequate grievance procedures are provided in this Agreement, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Department.

12.6 Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present as observer at any hearing on the individual's grievance.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Should any provision of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

13.2 The representatives of the Board and of the Association may, by mutual consent, adopt written memorandums covering in more specific terms the interpretation or application of this Agreement in order to make it more suited to a specific bargaining unit or for other special circumstances. Such memorandums shall not conflict with this Agreement, the latter being the controlling fact should any dispute arise.

13.3 It is the intention of both the Board and the Association that this Agreement effectuates the policies of Chapter 303 of the Laws of 1968, N.J.S.A. 34:13A-1, et seq., and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

13.4 In accordance with the provisions of Chapter 303 the parties hereby agree to enter into collective negotiations for a successor Agreement not later than September 30, 1975.

ARTICLE XIV

UNIFORM ALLOWANCE

14.1 The parties agree that for the year 1974, the Board shall provide a uniform allowance in the sum of \$300. for the members of the Hudson County Police Department. This sum shall be expended for the purchase of uniforms.

14.2 The Board shall also provide for the year 1975 that members of the Hudson County Police Department shall be provided with \$300, which they shall receive in cash, and is to be used for uniforms at their discretion.

14.3 Officers who were not on the payroll effective January 1st, shall receive a pro rata amount.

14.4 The payment of cash shall be paid in the June payroll.

ARTICLE XV

RECALL

15.1 In the event that members of the Association are recalled to duty in the event of an emergency, those members who respond to such recall shall each be paid of minimum of four (4) hours pay at overtime rate (this shall not apply for the officer's regular tour).

ARTICLE XVI

LONGEVITY

A. The County of Hudson recognizing the importance of long-term employees of the County of Hudson sets forth effective July 1, 1974, the following longevity program:

1. For employees with more than five years of service but not more than ten years of service - \$200 per annum;
2. For employees with more than ten years of service but not more than 15 years of service - \$400 per annum;
3. For employees with more than 15 years of service but not more than twenty years of service - \$600 per annum;
4. For employees with more than twenty years of service - \$800 per annum.

Fifty per cent (50%) of the above annual longevity rates shall be implemented on July 1, 1974 in the appropriated employee's annual salary rate (i.e. \$200, \$400, \$600 and \$800 per annum for the appropriate years of service) the full longevity annual rate shall be implemented on July 1, 1975, in the employee's annual salary rate; said rate shall be the basis for longevity payments from July 1, 1975.

Article XVI

Longevity continued:

Effective January 1, 1976, the longevity program in full shall be implemented. The longevity program shall be implemented only for full-time employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

B. The Longevity Program shall survive the expiration of this contract for all employees.

ARTICLE XVI - A

EXCHANGE OF DAYS OFF

The Police Department shall grant the request of any member of the department to exchange hours, duty or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all members who make this request, provided such exchange shall not be contrary to the good operation of the department and provided that no officer shall work more than two consecutive tours and provided further no over-time shall apply in these cases. Requests by both officers shall be in writing and submitted to the Chief for his approval.

ARTICLE XVII

DURATION OF AGREEMENT

17.1 The provisions of this Agreement shall be effective January 1, 1974, except as herein provided, and shall continue and remain in full force and effect to and including December 31, 1975, when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

NEW JERSEY POLICEMEN'S
BENEVOLENT ASSOCIATION,
LOCAL NO. 51

HUDSON COUNTY BOARD OF
CHOSEN FREEHOLDERS

Robert McDermott Pres.

Anne H. Malley

William J. Goddard Chairman
